Reporting Service Affecting Troubles

In an ex parte filing in the Qwest I and Qwest II proceedings, Eschelon claimed that, because Qwest directs CLECs to report troubles on new products or services within 72 business hours of installation, reports of such troubles are inappropriately excluded from Qwest's OP-5 (New Service Installation Quality) performance measure. [1]

Qwest directs CLECs to contact the Interconnect Service Center ("ISC") if a problem arises with a new product or service within 72 business hours of installation. Research must often be conducted to determine the correct disposition of the CLEC inquiry, because certain calls in connection with new products and services should not necessarily result in trouble tickets. Calling the ISC is the most efficient way for a CLEC to ensure that Qwest will address – and, if needed, correct – a problem identified with a new product or service.

Calls to the ISC within 72 business hours of service installation generally fall into four categories: (1) customer education; (2) trouble reported prior to the technician completing installation work; (3) trouble reported after the technician has completed the installation work resulting from an LSR/Service Order mismatch; or (4) trouble reported after the technician has completed the installation work resulting from improper provisioning or an

---

[1] *See* Qwest I and Qwest II, Eschelon Ex Parte, filed September 4, 2002, at 1-9.

installation failure. Only troubles that fall into the fourth category are appropriately included in OP-5.

Specifically, sometimes the perceived trouble is not an actual trouble and the CLEC customer simply needs to be educated about the product, service or feature (Category 1). A trouble ticket would not be issued if this occurred. Calls in this category would not be included in OP-5. If the trouble reported is found to have occurred prior to the technician completing the installation work (Category 2), Qwest notifies the CLEC of that and provides the CLEC with advice on the service order, such as noting that the service order is pending. A trouble ticket would not issue because the installation work had not yet been completed.

If the trouble reported is found to have occurred after the technician has completed the installation work, but further investigation shows that the service order was incorrectly written by Qwest (Category 3), then this activity would be captured in Qwest's new "Service Order Accuracy – via Call Center Data" measure (identified previously by some as "OP-5++"), described above. Again, no trouble ticket would be issued on that service order because the problem was associated with the LSR/Service Order mismatch, not the installation work itself.

Only if the trouble reported is found to have occurred after the technician has completed the installation work and further investigation uncovers that, though the service was ordered accurately it was not provisioned properly or failed after installation (Category 4), would a trouble ticket be issued. In either scenario, the ISC either would provide a warm transfer connecting the CLEC to the repair handling center ("RHC" or "AMSC") or direct the CLEC to contact the appropriate repair handling center. The repair handling center, in turn, would initiate the trouble report or trouble ticket.

Because only those calls to the ISC of a Category 4 nature are appropriately counted in OP-5 (assuming the disposition of the trouble report is not exempt, as defined by the PID, to begin with), Eschelon's claim that Qwest's 72 hour process improperly excludes certain troubles from its OP-5 reporting is false.

Status of Timely Jeopardy Notice Performance (PO-9)

PID PO-9 measures the percentage of late orders for which Qwest provides timely jeopardy notices.[1] Timely jeopardy notices are measured for four product categories: Non-Designed Services (PO-9A); Unbundled Loops (with or without LNP) (PO-9B); LIS Trunks (PO-9C); and UNE-P POTS (PO-9D).[2] The performance standard for PO-9 is parity with Retail.

In 2002, Qwest's overall commercial performance under PO-9 in the Application states was very strong. Of the 288 PO-9 submeasures in the nine Application states, Qwest met the parity standard for 261 in January through August, or over 90% of the time.[3] On the few occasions in which Qwest did not meet the parity standard, Qwest has explained the reason for these misses.[4] Notably, *Qwest did not miss a single PO-9 submeasure in the most recent month for which data is available, August 2002.*

---

[1] *See* 14-State PID 5.0 at 21 (PO-9).

[2] *See id.*

[3] *See* Colorado Commercial Performance Results at 67-70 (PO-9); Idaho Commercial Performance Results at 64-67 (PO-9); Iowa Commercial Performance Results at 66-69 (PO-9); Montana Commercial Performance Results at 59-62 (PO-9); Nebraska Commercial Performance Results at 65-68 (PO-9); North Dakota Commercial Performance Results at 60-62 (PO-9); Utah Commercial Performance Results at 66-69 (PO-9); Washington Commercial Performance Results at 67-70 (PO-9); Wyoming Commercial Performance Results at 58-61 (PO-9).

[4] *See* Qwest I OSS Decl. at ¶¶ 260-300; Qwest I OSS Reply Decl. at ¶¶ 127-136; Qwest II OSS Decl. at ¶¶ 248-281; Qwest II OSS Reply Decl. at ¶¶ 22-24.

Virtually the only product for which Qwest did not meet the parity standard between January and August, 2002, was Unbundled Loops (PO-9B). As Qwest noted in its earlier filings, the company's performance for this product is explained in part by the limitation inherent in the PO-9 measure. [5] Specifically, due to Qwest's Build/Hold Process, the volume of jeopardy notices for unbundled loops eligible for inclusion under PO-9 for Wholesale is more limited than the other products measured under PO-9.[6] As a result, PO-9 is probable candidate for revision through the Long-term PID Administration ("LTPA") process. The first LTPA meeting has been tentatively scheduled for October 3, 2002. Once the parties meet and agree on preliminary procedural guidelines, Qwest will follow the appropriate process for proposing and negotiating modifications to PO-9.

---

[5] *See* Qwest I OSS Reply Decl. at ¶ 17; Qwest II OSS Decl. at ¶ 260.

[6] The numerator of PO-9 is limited to jeopardy notices issued before the due date. Most of the time if a jeopardy notice is issued before the due date it involves a lack of facilities. Second, to be counted, the order must have been assigned a due date and been completed/closed in the reporting period. Based on the definitional requirements, most jeopardy notices included in PO-9 are issued because there are no available facilities. For unbundled loops, though, Qwest's Build/Hold Process decreases the opportunity to include jeopardy notices in PO-9. The process, which was negotiated extensively with CLECs, follows detailed facility assignment process upon receipt of a UNE order. During this process, if facilities are not found, the order is held for 30 business days to await facility availability. Although Qwest issues jeopardy notices in these situations to inform CLECs of the status of their orders, these jeopardy notices are not included in the calculation of PO-9 unless facilities are found and the order is completed. As a result, the volume of jeopardy notices for unbundled loops included in PO-9 for wholesale is reduced. *See* Qwest II Performance Measures Decl. at ¶ 132.

Qwest's earlier filings are replete with explanations as to why Qwest sometimes does not meet the parity standard for Unbundled Loops – and why these misses do not suggest that CLECs are not provided with a meaningful opportunity to compete in the marketplace for local service. [7] Qwest's earlier filings also explain that, on June 17, 2002, Qwest installed an enhanced IMA notification process which utilizes system-to-system capability to provide CLECs with automated jeopardy notices for Non-Designed Services, Unbundled Loops, and UNE-P POTS. [8] This enhanced IMA notification process was intended to – and clearly did – improve Qwest's ability to provide CLECs with timely jeopardy notifications, together with overall improvements in Qwest's operational processes. Qwest missed only three PO-9 submeasures (out of a total of 36) in July – a marked improvement over prior months – and did not miss *any* PO-9 submeasures in August. [9]

The June 17 enhancement to the IMA notification process – in addition to the company's overall operational progress – clearly improved Qwest's performance results under PO-9. However, the small sample sizes generated under the PID continue to pose a risk that a single order – or small

---

[7] *See* Qwest I OSS Decl. at ¶¶ 268-270, 278-280, 287, 298; Qwest I OSS Reply Decl. at ¶¶ 17-24; Qwest II OSS Decl. at ¶¶ 252-253, 260-263; Qwest II OSS Reply Decl. at ¶¶ 22-24.

[8] *See* Qwest I OSS Decl. at ¶ 270; Qwest I OSS Reply Decl. at ¶¶ 19, 131; Qwest II OSS Decl. at ¶ 262; Qwest II OSS Reply Decl. at ¶¶ 24, 187.

[9] *See supra,* note 3.

group of orders – can skew Qwest's performance results under PO-9. Qwest therefore continues to believe that a re-evaluation of PO-9 through the Long-term PID Administration process may be needed to ensure that Qwest's performance in issuing timely jeopardy notices is measured fairly and appropriately in the future. Nevertheless, Qwest's strong performance in July and its perfect results in August provide a clear indication that the company is capable of issuing – and indeed has issued – timely jeopardy notices for all products on a consistent basis.

Bill Auditability, BOS Status, Dispute Resolution Timeliness, and Accuracy/Completeness

The FCC has held that a BOC must provide CLECs with nondiscriminatory access to billing functions to satisfy Section 271. More specifically, a BOC must, among other things, provide CLECs with complete, accurate, and timely Wholesale bills. [1] It is well-settled that BOCs do not have to provide a particular form of access to OSS. Industry bodies have not established specific standards for access to billing functions for local competition. Even if such standards had been established, they would not be requirements for Section 271 purposes. Indeed, the FCC has explicitly held that "compliance with industry standards is not a requirement of providing nondiscriminatory access to OSS functions," [2] and that adherence to OSS industry standards "is not a prerequisite." [3] Thus, a BOC can satisfy the requirement of providing CLECs with nondiscriminatory access to Wholesale bills in more than one way.

In the past, a BOC's ability to meet the FCC's requirements in connection with Wholesale billing – including bill auditability – has been assessed using the UNE-P bill. This is because UNE-P is among the most complex services ordered by CLECs. It is axiomatic that a BOC's ability to bill UNE-P on a complete,

---

1 *See Delaware/New Hampshire 271 Order* at App. F, ¶ 39; *New Jersey 271 Order* at ¶ 121; *Pennsylvania 271 Order* at ¶ 13.

2 *See Louisiana 271 Order* at ¶ 137.

3 *See New York 271 Order* at ¶ 88.

accurate and timely basis is representative of its billing capabilities as a whole. Therefore, Qwest focuses here primarily on UNE-P bills.

Qwest offers electronic bills to CLECs in three formats (in addition to paper bills): ASCII, EDI, and BOS. [4] Qwest provides these electronic formats to CLECs though a variety of media and transmission methods. [5] As illustrated in the chart below, the overwhelming majority of CLECs in the nine Application states have chosen to receive ASCII electronic bills, along with paper copies. [6] (The majority of the remaining 25% utilize only paper bills.)

STATE	UNE-P CLECs Receiving ASCII
CO	9/12
ID	1/3
IA	4/4
NE	4/5
ND	4/5
MT	4/8
UT	3/4
WA	14/17
WY	2/2
TOTAL	**45/60 (75%)**

[4] *See* Qwest I OSS Decl. at ¶ 498; Qwest I OSS Reply Decl. at ¶ 178; Qwest II OSS Decl. at ¶ 481; Qwest II OSS Reply Decl. at ¶ 274.

[5] *See* Qwest I OSS Decl. at ¶ 498; Qwest I OSS Reply Decl. at ¶¶ 180, 182, 188; Qwest II OSS Decl. at ¶ 481; Qwest II OSS Reply Decl. at ¶¶ 277, 279, 285.

[6] *See* Qwest I OSS Decl. at ¶ 501; Qwest I Reply OSS Decl. at ¶¶ 181 & n.223, 183, 186; Qwest II OSS Decl. at ¶ 484; Qwest II OSS Reply Decl. at ¶¶ 278 & n.397, 280, 284.

A. ASCII and EDI Bill Auditability

The record is already replete with evidence that both Qwest's ASCII and EDI bills are fully auditable, thereby satisfying the FCC standard. [7] Nevertheless, additional information regarding the auditability of Qwest's ASCII and EDI bills is provided here.

Qwest divides its billing OSS into three billing regions: Western, which contains Washington; Central, which contains Colorado, Idaho, Montana, Utah, and Wyoming; and Eastern, which contains Iowa, Nebraska, and North Dakota. [8] Bills are produced by state within each of the three billing regions.

All bills, regardless of which billing region produces them, contain equivalent audit-affecting billing information and a comparable level of detail. [9] In the ROC I and ROC II proceedings, AT&T claimed that bills produced in Qwest's Central region do not contain the same categories for summary of charges as bills produced in Qwest's Western region, and that this effectively prevents it from performing basic validation steps. [10] According to AT&T, the lack of categorized summary charges in the Central region requires AT&T to estimate those charges in

---

[7] *See* Qwest I OSS Reply Decl. at ¶¶ 190-202, 206-214; Qwest II OSS Reply Decl. at ¶¶ 287-299, 303-311.

[8] Only the Application states are identified in the above description. It is worth noting that bills in Oregon are processed out of the Western region; bills in Arizona and New Mexico are processed out of the Central region; and bills in Minnesota and South Dakota are processed out of the Eastern region.

[9] Qwest has in place a mechanism by which it ensures that its ASCII and EDI bills contain the same information as the paper bill. This process will be fully automated by November 15, 2002.

the specific accounts and sub-accounts in its general ledgers and make periodic revisions to those charges on a going-forward basis. [11] AT&T noted that while such a procedure is consistent with GAAP, it is inconsistent with AT&T's own procedures that actual charges be the basis of accounting entries. [12]

None of AT&T's contentions preclude a finding that Qwest's regional billing systems meet the FCC's requirements. To begin with, AT&T admits that the so-called "problem" with bills produced in the Central region does not preclude it from entering charges in its accounts consistent with GAAP. Second, AT&T's claim applies only to paper bills, which AT&T already has admitted it does not use to audit bills. [13] Qwest provides CLECs with electronically formatted bills precisely because it makes it easier for them to audit their bills. AT&T not only receives such electronic bills, but, in response to an express request by AT&T, Qwest recently initiated a new billing format, BOS. Third, AT&T's claims relate to the summary portion of the bill, not the detailed usage portion that is used for auditing. The differences in Central region paper bills that AT&T identified, therefore, are immaterial to AT&T and other CLECs.

AT&T also claimed that Qwest's CRIS-generated bills do not contain information that other BOCs include on their bills, such as a breakdown of usage by jurisdiction, which is necessary to determine tax liability, or a breakdown of

---

[10] *See* AT&T Ex Parte, Qwest I and Qwest II, filed August 29, 2002, at 1-2.

[11] *See id.*

[12] *See id.*

nonrecurring and other charges, which allow for reconciliation of specific charges such as UNE-P service order charges. [14] But AT&T failed to mention that its interconnection agreements with Qwest *require* Qwest to lump local and intraLATA usage under the local jurisdiction. [15] In fact, AT&T's current contract negotiation proposal contains this same requirement.

Regardless, Qwest does in fact provide AT&T with the means to separate local from intraLATA usage by doing so in its paper and electronic-formatted bills. As for AT&T's claim that Qwest's bills do not provide a breakdown of nonrecurring and other charges, the examples AT&T provides ("Charges for Unbundled Service (X15)" and "Adjustment for Unbundled Services (X18)") are exclusive to BOS and do not appear on ASCII or EDI bills. Qwest is aware of this issue in connection with BOS and has included it on its BOS "Differences List," which identifies disparities on a rolling basis so that CLECs are aware of them. As discussed more fully below, Qwest is continuing to work on its BOS offering and will continue to implement improvements.

ASCII and EDI bills, regardless of which billing region produces them, can be audited using readily available commercial software. The record describes in

---

13 *See* AT&T Comments, Qwest II, at 47.

14 *See* AT&T Ex Parte, Qwest I and Qwest II, filed August 29, 2002, at 2.

15 *See* Exhibit 5-1 (Excerpts of Interconnection Agreements between AT&T and Qwest in Colorado, Iowa, and Washington). AT&T's Interconnection Agreements in the remaining nine Application states, with the exception of Wyoming, contain the same language. In Wyoming, AT&T opted into Covad's Interconnection Agreement with Qwest.

detail how readily available commercial products and vendors can be used to audit Qwest's bills. [16] Notably, the services and support available for auditing ASCII and EDI bills are not exclusive to small or low volume CLECs.

The highest-volume CLEC operating within Qwest's 14-state region receives ASCII-formatted bills. Qwest bills this CLEC for over 350,000 lines per month in the nine Application states. And as discussed above, the vast majority of CLECs doing business with Qwest choose to receive ASCII bills. The brief discussion below supplements Qwest's previous explanations of how ASCII- and EDI-formatted bills are auditable.

1. Microsoft Access

Microsoft Access is a sophisticated database management program that allows CLECs to load and analyze the bills they receive in ASCII format from Qwest. Microsoft Access 2002 has no line limitation. It does have a file size limitation of "2 gigabytes minus the space needed for system objects." [17] But Microsoft's website also indicates, "if you use a Counter as the primary key, a table can contain up to four billion records." [18] To the extent CLECs find Microsoft Excel

---

[16] Qwest I OSS Reply Decl. at ¶¶ 209-214; Qwest II OSS Reply Decl. at ¶¶ 307-311.

[17] *See* ACC2002: Access Database and Project Specifications and Limits, http://support.microsoft.com/default.aspx?scid=kb;en-us;Q302524.

[18] *See id.*

confining – which, as explained more fully below, they should not – they always can avail themselves of Microsoft Access.

2. Microsoft Excel

Microsoft Excel is a widely available database management program that, like Microsoft Access, enables CLECs to load and analyze the bills they receive in ASCII format from Qwest. Although it has been reported that Excel is subject to line limitations – *i.e.,* it may not function properly if more than 65,536 rows and 256 columns [19] of data are entered – this row limitation should in no way preclude CLECs from using the software. If a CLEC happens to require more than 65,536 Microsoft Excel rows and 256 columns to analyze a given file, the billing data for that file can be sub-divided into more than one Excel spreadsheet. Because Qwest bills CLECs by product – and separately for each state – it is unlikely that such subdivision will be required. Each product, in turn, can be split into multiple accounts per state to prevent over-sized bills. Notably, not a single CLEC that uses Excel to audit its bills has indicated to Qwest that it has been affected by this line limitation.

To the extent the number of accounts held by CLECs using Excel increase over time, those CLECs can request that the bills for the affected product group(s) be sub-divided or avail themselves of Microsoft Access. Furthermore, in an attempt to reduce the effect that this potential line limitation has on a CLEC's

---

[19] *See* XL2002: Maximum Number of Rows and Columns, http://support.microsoft.com/default.aspx?scid=kb;en-us;Q321148.

ability to use Microsoft Excel, Qwest recommends a cap on the total number of sub-accounts that are established under any one Wholesale summary account. Most CLECs appear to follow Qwest's recommendation, and they are encouraged to establish no more than 2,000 sub-accounts within any one summary account. Limiting the number of sub-accounts helps ensure the row limitations in Microsoft Excel are not reached.

3. Billing Disputes Received

As noted above, a number of CLECs with high order volumes and a large number of end-users receive ASCII or EDI bills for UNE-P. These CLECs are auditing their bills and availing themselves of Qwest's bill dispute resolution process as needed. Information regarding disputed amounts by CLECs has already been included in the record. [20]

4. Bill Auditing Vendors

CLECs have the option of outsourcing their bill auditing needs to the many vendors that provide such services. [21] These companies include broad:margin, CHR Solutions, HTL Telemanagement Ltd., and TEOCO. [22] Indeed, Qwest already demonstrated that it has received disputes from broad:margin on behalf of Global Crossing. [23]

---

20 *See* Qwest I OSS Reply Decl. at ¶206; Qwest II OSS Reply Decl. at ¶ 303.

21 *See* Qwest I OSS Reply Decl. at ¶ 212; Qwest II OSS Reply Decl. at ¶ 309.

22 *See id.*

23 *See id.*

AT&T attempted to discredit the availability of vendors to perform bill-auditing functions, but AT&T does not provide one shred of evidence of – and can only speculate about – any particular vendor's inability to provide such services to CLECs. First, AT&T complained that it only became aware of these vendors when Qwest identified them in its filing. [24] AT&T then claimed to have conducted its own "investigation" of these vendors and complains that, regardless of the vendor, the CLEC would be required to convert its CRIS-generated bill to a vendor's systems so that it could be audited. That AT&T was not aware of these vendors and then embarked on a crusade to discredit them suggests that AT&T is more interested in undermining Qwest than competing in the local market. Regardless, the fact that a CRIS-generated bill would have to be converted to a vendor's system to be audited is proof that Qwest's bills can be appropriately manipulated for purposes of auditing.

AT&T claimed that broad:margin's bill auditing services are used "mostly" for access charges, rather than Wholesale charges. [25] AT&T also claimed that although broad:margin expressed a willingness to develop verification, audit or bill analysis processes to meet AT&T's needs, it does not offer to carriers such as AT&T a "packaged" solution. [26] AT&T further claimed that "it is likely" that AT&T would be required "to pay a substantial price" for such a solution. [27] But AT&T does

---

[24] *See* AT&T Ex Parte, Qwest I and Qwest II, filed August 29, 2002, at 3.

[25] *See id.* at 4.

[26] *See id.*

[27] *See id.*

not – and, indeed, cannot – state that broad:margin cannot audit Wholesale local bills. That broad:margin did not offer AT&T a pre-packaged, turn-key solution is a testament to its flexibility and a recognition that CLECs will want – and that companies like broad:margin can accommodate – different services and formats. Moreover, AT&T's vague assertions regarding price demonstrate how limited its familiarity with vendors such as broad:margin really is.

AT&T claimed that broad:margin does not publicly advertise bill validation as one of its services, presumably implying that broad:margin does not actually perform bill validation. [28] AT&T also claimed that broad:margin's statement, filed in the ROC I and ROC II proceedings, that it audits Global Crossing's Wholesale bills contradicts broad:margin's representations to AT&T. [29] But AT&T provides absolutely no support for these assertions. There is neither a letter nor e-mail from broad:margin, nor a transcript of a telephone conversation, nor an affidavit of any conversation between AT&T and broad:margin to this effect. On September 16, 2002, broad:margin made a presentation to CLECs about the Wholesale bill auditing services it provides. Furthermore, contrary to AT&T's "investigation," broad:margin does publicly advertise its bill auditing capabilities on its website (only one click past the home page): "Our diverse suite of tools includes BillTamer™, a powerful cost management system that automatically processes,

---

[28] *See id.*

[29] *See id.*

validates, and manages telecommunications bills. . . ." [30] Broad:margin further details what services are available through its BillTamer™ product. [31]

AT&T claimed that billing vendor TEOCO's services also are limited and that TEOCO would not be able "to determine the accuracy of the bills and the consistency of charge elements with [AT&T's] interconnection agreements, with products and services that have been ordered from the RBOC, and with the prior month's billings." [32] TEOCO indicates on its website that it can provide precisely the services AT&T describes. Its BillTrak Pro™ offering allows companies to verify charges against internal data, comparing the details of billing between what the CLEC expects from its internal data and what appeared on the CLEC bill. [33] AT&T's "pot shots" at TEOCO have no basis in fact and should be disregarded.

AT&T claimed that billing vendor CHR cannot audit AT&T's bills because of Qwest's alleged "failure" to break-down usage by jurisdiction and nonrecurring charges with other charges. [34] But as discussed above, Qwest includes in its electronic bills a breakdown of charges for auditing purposes. Also, Qwest's fully auditable ASCII bill contains the level of detail necessary for AT&T to audit nonrecurring and other charges.

---

30 *See* The Tools, www.broadmargin.com/tool.html.

31 *See* BillTamer™, www.broadmargin.com/billtamer.html.

32 *See* AT&T Ex Parte, Qwest I and Qwest II, filed August 29, 2002.

33 *See* BillTrak Pro™, www.teoco.com/tts/btp.htm.

34 *See* AT&T Ex Parte, Qwest I and Qwest II, filed August 29, 2002.

AT&T's specious "investigation" does nothing to detract from the fundamental truth that CLECs can and do successfully use the companies identified by Qwest for their bill validation needs. AT&T's claims are generally unsupported, often factually inaccurate, and thus should not be heeded.

5. EDI Auditability

One CLEC currently receives its Wholesale UNE-P bills from Qwest in EDI format.[35] Qwest's EDI bills are generated in full compliance with industry EDI billing standards and provide an auditable level of detail. Monthly and non-recurring charges are provided with USOC itemization as with ASCII bills, and usage charges are provided at the same levels of itemization as with ASCII bills.

Because EDI is an industry standard, numerous EDI software solutions – ranging from complete packages to outsourcing – are commercially available to audit such bills. The fact that EDI processing is already used for many transactions with vendors suggests that it works well in the commercial arena. Several major IXCs have been receiving EDI bills from Qwest for Retail local service purchases for years. In fact, WorldCom is currently exploring the possibility of receiving bills in EDI format.[36]

---

[35] Included in the record are the number of CLECs using EDI to receive UNE-P bills at the time Qwest filed its Qwest I and Qwest II Applications. *See* Qwest I OSS Reply Decl. at ¶ 183; Qwest II OSS Reply Decl. at ¶ 282.

[36] *See* OBF – Issue #1655 – Creating and Maintaining Additional Industry Standard Formats for Bill Rendering of Access Service and Other Connectivity, at Part B at 26, *available at* www.atis.org/pub/clc/obf/bc/1655.doc

B. Update on the Status of BOS Implementation

On April 19, 2002, Qwest notified CLECs that it would make available Wholesale UNE-P bills in BOS format with a target production date as of July 1, 2002. Currently, one CLEC – AT&T – has requested and received its UNE-P bills in a BOS format; three UNE-P bills were rendered in July, August, and September 2002. Two other CLECs have expressed interest in learning more about the BOS format for their UNE bills, and Qwest is currently working with these CLECs to determine what may be required for them to transition to the BOS format in the future.

Qwest works with CLECs interested in receiving Wholesale bills. CLECs can explore receiving Wholesale bills in a BOS format by requesting that Qwest send them a test tape. The Qwest Process Specialist handling media processes then coordinates with the CLEC's IT department to make sure the test file is transmitted successfully. Qwest then requests feedback from the CLEC and collaboratively works with the CLEC to resolve any questions or issues.

To create the BOS format bill, Qwest converts the CRIS billing data into a BOS format and transmits it to the CLEC. The CLEC then reviews the Differences List provided by Qwest to guide its development efforts. [37] Qwest offers BOS-formatted bills for UNE-P via NDM, Web access, diskette, or BDT. [38]

---

[37] *See, e.g.*, Qwest II OSS Reply Exhibit CLD-50 (BOS Version 37 Differences List).

[38] *See* Qwest I OSS Decl. at 498; Qwest I OSS Reply Decl. at ¶188; Qwest II OSS Decl. at ¶ 481; Qwest II OSS Reply Decl. at 285.

In addition to its current offering of the BOS format bill, Qwest is in the process of working a CMP CR requesting that Unbundled Loops be billed in BOS format. Qwest plans to add Unbundled Loop Analog and Digital products to the BOS framework in subsequent phases: Phase One is planned for October 26, 2002, for analog two-wire loops; Phase Two is planned for December 31, 2002, for digital loops. [39]

On September 4, 2002, Qwest, in an ex parte submission, described for the FCC the issues it found – and in many cases resolved – in its July and August BOS bills. [40] Qwest is continuing to refine its BOS outputs to minimize and resolve problems as they arise in the future.

Since September 4, 2002, Qwest added one relevant item to its Differences List. For UNE accounts that are processed through the Central and Eastern billing regions, the CSR data may not be processed on the same day as the bill data. As a result, the amount reflected in the Monthly Recurring Charge Total on the bill may not match the Monthly Recurring Charge Local Total on the CSR. This difference, however, is exclusive to BOS and does not occur with ASCII or EDI.

C. Dispute Resolution Timeliness (Proposed PID BI-5)

Qwest has in place a process by which it acknowledges and resolves billing disputes. When Qwest receives a dispute, it verifies the content of the

[39] Due to the phased implementation, for those CLECs who have analog and digital loops on the same summary bill, the CLEC may choose to wait until December 31, 2002, to receive a BOS-format bill for both, or may choose to divide the loop types onto two separate summary bills.

dispute and sends an acknowledgment of receipt to the CLEC within two business days. [41] If Qwest receives a dispute with incomplete information, Qwest notifies the CLEC and works with it to get additional information to allow the SDC to understand the nature of the dispute so that Qwest may begin its investigation of the claim. Qwest's goal is to resolve all disputes within 28 calendar days of acknowledgment. Qwest has developed a proposed PID (BI-5) to evaluate its dispute acknowledgement and resolution performance. [42]

Qwest has adopted a 95% benchmark for BI-5 for both acknowledging and resolving disputes. [43] Indeed, Qwest makes every effort to complete an investigation of a billing dispute as quickly and efficiently as possible. Occasionally, if a dispute involves multiple departments or other complicated factors, Qwest will negotiate an extended time frame in which to resolve the dispute while communicating the status of the dispute to the CLEC on a regular basis. An updated status may be provided to the CLEC by phone or via email.

Although Qwest currently is tracking and reporting its performance under BI-5, Qwest acknowledges that it will be submitting proposed PID BI-5 to the LTPA for further discussion and input by CLECs. The first meeting of the LTPA is

---

40 *See* Qwest 09/04/02b Ex Parte (BOS Update).

41 *See id.*

42 *See* Qwest I OSS Decl. at ¶¶ 496-497; Qwest I OSS Reply Decl. at ¶ 221; Qwest II OSS Decl. at ¶¶ 479-480; Qwest II OSS Reply Decl. at ¶ 319.

43 *See id.*

tentatively scheduled for October 3, 2002. While the details of BI-5 are under discussion, Qwest will continue to report its results. [44]

The current description of BI-5A is attached. [45] For August 2002, Qwest met the benchmark for BI-5A (Acknowledgement) and BI-5B (Resolution) in each of the nine Application states.

D. Billing Accuracy and Completeness (BI-3A and BI-4A)

Qwest's commercial performance results consistently have been strong. In most cases, as the record indicates, Qwest has met or exceeded the parity or benchmark standard. [46] Where Qwest did not meet the standard, Qwest explained what caused the miss and what Qwest was doing to prevent the same problem from recurring. [47]

Ongoing comprehensive rate validation efforts and cost docket implementation have sometimes caused Qwest to miss the parity standard in connection with PIDs BI-3A (Billing Accuracy) and BI-4A (Bill Completeness). In August 2002, Qwest missed the parity standard for BI-3A in Colorado, Idaho, Iowa,

---

44 *See* Qwest II Reply Exhibit CLD-58 (Qwest Ex Parte, Qwest I, filed on August 2, 2002, on Draft PID BI-5). Qwest discussed its preliminary results for June and July 2002 in this Ex Parte as well.

45 *See* Exhibit 5-2 (PID BI-5A); *See also* "Summary of Notes on the Qwest Regional Performance Results Report," *available at* www.qwest.com/wholesale/downloads/2002/020925/RGSep01-Aug02NotesSummary.pdf.

46 *See* Qwest I OSS Decl. at ¶¶ 527-576; Qwest I OSS Reply Decl. at ¶¶ 25-38, 205; Qwest II OSS Decl. at ¶¶ 510-559; Qwest II OSS Reply Decl. at ¶¶ 25-31, 302.

47 *See id.*

Montana, Nebraska, Utah, and Washington. [48] But, with the exception of Iowa and Nebraska, Qwest achieved a Wholesale result of over 98% in these states, [49] a level of performance that the FCC recently accepted when granting Bell South's recent five-state application. [50]

For BI-4A, Qwest missed the parity standard in August 2002 in Colorado, Idaho, Iowa, Montana, Nebraska, North Dakota, Utah, and Wyoming. [51] But, again, Qwest's performance in these states on a percentage basis was strong. Qwest achieved a Wholesale result of over 96% in North Dakota, over 97% in Colorado, Iowa, Nebraska, Utah, and Wyoming, over 98% in Montana, and over 99% in Idaho. [52]

---

[48] *See* Commercial Performance Results at 81 (CO); 78 (ID); 80 (IA); 73 (MT); 79 (NE); 80 (UT); 81 (WA).

[49] *See id.* at 81 (CO); 78 (ID); 73 (MT); 80 (UT); 81 (WA). In Iowa, Qwest achieved a Wholesale Result of 93.91%, and in Nebraska, Qwest achieved a result of 86.63%. *See id.* at 80 (IA) and 79 (NE).

[50] *See Alabama, Kentucky, Mississippi, North Carolina, South Carolina 271 Order* at ¶ 174.

[51] *See* Commercial Performance Results at 82 (CO); 79 (ID); 81 (IA); 74 (MT); 80 (NE); 74 (ND); 81 (UT); 73 (WY).

[52] *See id.*

EXHIBIT 5-1

Excerpts of Interconnection Agreements with AT&T From Colorado, Iowa and Washington

AT&T Communications of the Mountain States, Inc.

and

U S WEST Communications, Inc.

INTERCONNECTION AGREEMENT

3.2.1.2 any known unbilled non-usage sensitive charges for prior periods;

3.2.1.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;

3.2.1.4 any known unbilled usage sensitive charges for prior periods; and

3.2.1.5 any known unbilled adjustments.

3.2.2 At the same time as the monthly bill is transmitted, USWC shall send a separate file summarizing all of AT&T usage sensitive messages which are contained in USWC's suspense files and unbilled files.

3.2.3 The Bill Date must be present on each bill transmitted by USWC to AT&T, must be a valid calendar date, and not more than ninety (90) days old. As used herein, the Bill Date shall mean the date on which the bill was prepared.

3.2.4 On each bill where 'Jurisdiction' is identified, local and local toll charges shall be identified as 'Local' and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. USWC shall provide from and through dates for charges rendered on all Connectivity Bills.

3.2.5 USWC shall separately identify business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by AT&T to each adjustment and credit included on the Connectivity Bill.

3.2.6 USWC and AT&T shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 3. On Connectivity Bills USWC renders to AT&T, BANs shall be thirteen (13) character alpha/numeric and there shall only be one (1) BAN per State. The Bill Date shall be the same day month to month. Each Party shall provide the other Party at least thirty (30) calendar days' written notice prior to changing, adding or deleting a BAN. The Parties shall provide one (1) Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Connectivity Bills must be received by the other Party no later than ten (10) calendar days from the Bill Date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period specified above, then the payment due date will be extended by the number of days receipt has been delayed.

3.2.7 USWC shall issue all Connectivity Bills containing such billing data and information in accordance with industry national standards. To the extent that there are no standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by USWC and AT&T.

3.2.9 USWC and AT&T agree that each Party shall transmit Connectivity Billing information and data in the appropriate format electronically via NDM to the other Party at

AGREEMENT

FOR LOCAL WIRELINE NETWORK INTERCONNECTION

AND

SERVICE RESALE

date, (4) any known unbilled usage sensitive charges for prior periods, and (5) any known unbilled adjustments.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by the ILEC to the CLEC. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA.

2.4 The ILEC shall bill the CLEC for each Element, or Local Service, supplied by the ILEC to the CLEC pursuant to this Agreement at the rates set forth in this Agreement. The ILEC will bill the CLEC based on the actual Connectivity Charges incurred, provided, however, for those usage based Connectivity Charges where actual charge information is not determinable by the ILEC because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based Connectivity Charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be billed per applicable tariffs.

2.5 Except as otherwise specified in this Agreement, each party shall be responsible for (1) all costs and expenses it incurs in complying with its obligations under this Agreement and (2) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

2.6 Each party shall provide the other party at no additional charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

3. Meet Point Billing

3.1 The CLEC and the ILEC will establish meet-point billing ("MPB") arrangements in accordance with the Meet Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

AGREEMENT
FOR LOCAL WIRELINE NETWORK INTERCONNECTION
AND
SERVICE RESALE

Between

AT&T Communications of the Pacific Northwest, Inc.

and

U S WEST Communications, Inc.

-- FILED JULY 25, 1997 --

[NOTE: In this Agreement, plain language corresponds to language agreed to by the Parties and **bold language** corresponds to language included to comply with the Commission's Order. In the footnotes, "Order" refers to the Arbitrator's Report and Decision issued November 27, 1996, "Recommendations" refers to the Arbitrator's Report and Recommendations issued June 6, 1997, and "Approval" refers to the Commission Order Modifying Arbitrator's Decision and Arbitrator's Recommendations and Approving Interconnection Agreement with Modifications issued July 11, 1997.]

erroneous data shall be considered lost. If MPB data is lost due to uncorrectable errors or otherwise, the Parties shall follow the procedures set forth in Section 5 of this Attachment 5 and compensate the other for the lost MPB billing data.

4.1.23.11 In the event AT&T purchases from U S WEST Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which U S WEST operates an access tandem, U S WEST shall, except in instances of capacity limitations, permit and enable AT&T to sub-tend the U S WEST access tandem switch(es) nearest to the AT&T rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In such event, AT&T shall be responsible for the transport facilities crossing LATA boundaries. In instances of capacity limitation at a given access tandem switch, AT&T shall be allowed to subtend to the next nearest U S WEST access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.

4.2 Information Exchange and Interfaces

4.2.1 U S WEST shall provide AT&T a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to AT&T for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. For each account, U S WEST shall issue one (1) bill per month and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by U S WEST to AT&T shall include:

4.2.1.1 all non-usage sensitive charges incurred for the current bill period.

4.2.1.2 any known unbilled non-usage sensitive charges for prior periods;

4.2.1.3 usage sensitive charges for the current relevant bill period (from the last bill date and extending up to, and including, the current bill date);

4.2.1.4 any known unbilled usage sensitive charges for prior periods; and

4.2.1.5 any known unbilled adjustments.

4.2.3 The bill date must be present on each bill transmitted by U S WEST to AT&T, must be a valid calendar date, and not more than ninety (90) days old. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this Agreement on or before two hundred and seventy (270) days preceding the bill date, except as otherwise permitted by law.

4.2.4 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. U S WEST shall provide from and through dates for charges rendered on all Connectivity Bills.

4.2.5 U S WEST shall separately identify business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by AT&T to each adjustment and credit included on the Connectivity Bill.

4.2.6 U S WEST and AT&T shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 4. On Connectivity Bills U S WEST renders to AT&T,

EXHIBIT 5-2

Draft PID BI-5

Attachment 4

Draft PID BI-5

BI-5 Billing Claims Processing 01 Aug 02 Draftv2

Purpose:
Evaluates the promptness with which Qwest acknowledges and resolves CLEC billing adjustment claims processed in the Service Delivery Center.

Description:
Measures the percentage of billing adjustment claims for Resale, UNE (RSID, ZCID) billed accounts and LIS interconnection usage and local facility accounts acknowledged and resolved within specified timeframes.

BI-5A – Measures the number of billing adjustment claims acknowledged during the month that are acknowledged within two business days after receipt, as a percentage of the total number of billing adjustment claims acknowledged during the month.

- Time interval for acknowledging claims is measured from the date of receipt to date of acknowledgement.
- Date of receipt is the date Qwest receives the claim, subject to business hours defined below.

BI-5B – Measures the number of billing adjustment claims resolved during the month that are resolved within 28 calendar days after acknowledgement, as a percentage of total number of billing adjustment claims resolved during the month.

- Time interval for resolving claims is measured from date of acknowledgement to date of resolution.
- Date of resolution is the date on which Qwest sends an e-mail, facsimile, or mailed response to the e-mail address, facsimile number, or mailing address designated by the CLEC. As a minimum, this communication of resolution either 1) denies the claim and provides a reason; or 2) grants the claim and informs the CLEC that a credit will be provided whether or not the communication provides the specific amount of the credit to be issued; or 3) denies the claim in part and grants the claim in part.
- If the 28th calendar day falls on a weekend or Qwest Legal Holiday, resolution will be considered timely if returned on the next business day.
- Date of acknowledgement is the date on which Qwest sends the claim number (if provided) via an e-mail, facsimile, or mailed response to the e-mail address, facsimile number, or mailing address designated by the CLEC, thus acknowledging the claim, or, if the claim cannot be processed, a message so informing the CLEC, to the e-mail address, facsimile number, or mailing address designated by the CLEC.
- This measurement includes only CLEC claims that are submitted within 60 calendar days of the bill date subject to the business rules listed in this description and exclusions listed below.
- Business days/hours for receipt of billing claims are Monday through Friday, 8:00 AM to 5:00 PM, excluding Qwest Legal Holidays.
  - CLEC claims for billing errors received outside these business hours shall be considered received at 8:00 am on the first business day thereafter.
- To qualify for inclusion in this measurement, claims must be submitted by e-mail to the CLECs assigned Service Delivery Coordinator or by another format jointly agreed upon between Qwest and the CLEC. All requested information must be provided, whichever format is used.
- Claims that are the subject of this measurement are those with the following reason codes: USG (disputed usage from an Interexchange Carrier on the Qwest bill), TOLL (Itemized calls or pay per use charges on a Qwest bill), DA (directory advertising), LIST (incorrect billing for listings), LPC (late payment charges), NRC (non-recurring charges), NRES (non-resellable products/services), RATES (customer claim that rates on the bill are incorrect), RC (recurring charges), RSD (resale discount), or TAX (taxes incorrectly billed to account).
- Qwest will consider a returned claim as no further action required on our part, and when additional information needed is provided acknowledge the claim as a new claim and work on resolving the claim.
-
- Each reason code will count as a separate claim.

Reporting Period: One month	**Unit of Measure:** Percent

BI-5 Billing Claims Processing 01 Aug 02 Draftv2 (continued)

<table>
<tr><td>Reporting Comparisons: CLEC aggregate, individual CLEC</td><td>Disaggregation Reporting: Region-wide level.</td></tr>
<tr><td colspan="2">Formula:
BI-5A = [(Number of billing adjustment claims acknowledged during the month that are acknowledged within two business days after receipt) ÷ (Total number of billing adjustment claims acknowledged during the month)] x 100

BI-5B = [(Number of billing adjustment claims resolved during the month that are resolved within 28 calendar days after acknowledgement) ÷ (Total number of billing adjustment claims resolved during the month)] x 100</td></tr>
<tr><td colspan="2">Exclusions:
• CLEC claims for incentive regulation credits, credits for performance remedies, out of service, and special promotional credits.
• CLEC claims that involve service order inquiries or account structure, or that are matters of contract or tariff interpretation. Service order inquiries include, but are not limited to; those on the attached form that request PON numbers. Account structure inquiries include, but are not limited to, those for independent bills, summary bill transfers, and unknown lines.
• CLEC claims related to bill media or technical issues.
• CLEC claims that are in fact for items enumerated above as excluded, but are referred to with different terminology.</td></tr>
<tr><td>Product Reporting: None</td><td>Standard:
BI-5A: 95% within two business days after receipt.
BI-5B: 95% within 28 calendar days (after acknowledgement.)</td></tr>
<tr><td>Availability:

Under Development:
• Beginning with Jun 02 data on the Aug 02 report</td><td>Notes:</td></tr>
</table>